DRN-5644778

## The complaint

Ms T's complained that The Royal London Mutual Insurance Society Limited ("RL") unfairly declined her critical illness claim when she was diagnosed with breast cancer.

## What happened

In 2011, Ms T bought a life and critical illness policy from a company I'll call A. The policy is now administered by RL.

In summer 2024, Ms T found a lump. This led to a diagnosis of breast cancer. So she contacted RL to claim on her critical illness policy.

RL obtained medical evidence from Ms T's consultant and considered her claim against the following definition:

***"Cancer** — excluding less advanced cases*

*Definition: Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue.*

*The term malignant tumour includes leukaemia, lymphoma and sarcoma.*

*For the above definition, the following are not covered:*

- *all cancers which are histologically classified as any of the following:*
  - *pre-malignant*
  - *non-invasive*
  - *cancer in situ*
  - *having either borderline malignancy, or*
  - *having low malignant potential*
- *…."*

RL declined the claim because they concluded the medical evidence showed Ms T's cancer was cancer in situ – so it was excluded from cover. Ms T complained, but RL didn't change their decision. So Ms T brought her complaint to the Financial Ombudsman Service.

Our investigator reviewed the information provided by both parties and concluded that RL didn't need to do anything different to resolve Ms T's complaint. He was satisfied the medical evidence RL had gathered to make their decision supported their conclusion that Ms T's cancer was cancer in situ and was non-invasive. So he said it was fair for them to say it fell within the policy exclusions.

Ms T didn't agree with our investigator's view. So the matter's been passed to me for a final decision.

## What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done that, I'm not upholding Ms T's complaint. I know she'll find my conclusion upsetting and I'm sorry about that. I hope it will help if I explain the reasons for my decision.

I've set out above the clause RL considered when deciding Ms T's claim. I'm satisfied that makes it clear what cancers they will cover and which are excluded.

And I've reviewed the medical information provided by Ms T's consultant. That makes clear the consultant's view that Ms T's cancer was a cancer in situ, which had not spread or metastasised. I've seen that RL had the medical evidence reviewed by their Chief Medical Officer, who confirmed Ms T's cancer fell within the policy exclusions. In these circumstances, I can't say it's unreasonable for RL to have declined Ms T's claim.

I've carefully considered the submissions Ms T's made to us. I was sorry to read about the considerable impact her diagnosis and treatment has had on her – and how it continues to affect her daily life. And I understand this will have been made worse by the fact that a policy she bought to protect her in such circumstances hasn't done that. But, while I understand why she wants RL to look beyond the policy terms and conditions at her individual situation, that's not something I can say RL should do.

We expect insurers to treat their customers fairly and reasonably – by which we mean apply their policy terms in the same way in each case. I'm satisfied that's what RL did here. I can't ask them to apply different criteria to Ms T's claim.

I note Ms T's response to the investigator's view refers to what she's described as unfair treatment as a result of the age of her policy. She's said that newer policies would cover her condition and that RL should advise customers when they update their cover, so customers can review or switch policies. And she's pointed to a term which she says allows RL to change policy terms to extend the cover provided.

I understand why Ms T says this. But the policy provides cover for a specified set of circumstances, throughout the policy term, for a known cost. It wouldn't be reasonable for me to say insurers should do more. Nor can I reasonably say RL should notify customers every time they update their products.

Finally, I've thought about Ms T's comments that her policy includes a term under which RL can provide additional cover. I couldn't see this term in the policy document, so I asked our investigator to get a copy from Ms T. Having reviewed that, I can see the term to which she refers is from a set of policy terms dating from 2020 – whereas she bought her policy in 2011. The terms from 2011 don't contain such a term. So I can't say RL should apply it here.

I know this isn't the outcome Ms T was hoping for while she still has such a long way to go in her recovery. I wish her well for that. But, for the reasons I've explained, I don't think RL need to do any more to resolve her complaint.

**My final decision**

For the reasons I've explained, I'm not upholding Ms T's complaint about The Royal London Mutual Insurance Society Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms T to accept or reject my decision before 15 August 2025.

Helen Stacey

**Ombudsman**